



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

May 21, 2020 03:53 PM Fee: \$ 150.00

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Electronically Recorded

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS OF
LAKECLIFF ON LAKE TRAVIS PROPERTY OWNERS ASSOCIATION, INC.
RATIFYING AND APPROVING THE AMENDED AND RESTATED RULES AND
REGULATIONS FOR LAKECLIFF ON LAKE TRAVIS PROPERTY OWNERS
ASSOCIATION, INC.**

Lakecliff on Lake Travis is a subdivision development (the "**Subdivision**") created by and subject to that certain Lakecliff on Lake Travis Consolidated, Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded at Document No. 2019034831 of the Official Public Records of Travis County, Texas (the "**Declaration**"). The operation of the Subdivision is vested in the Lakecliff on Lake Travis Property Owners Association (the "**Association**"), acting through its Board of Directors ("**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration pursuant to those certain ByLaws of Lakecliff on Lake Travis Property Owners Association, recorded at Document No. 2017179498 of the Official Public Records of Travis County, Texas, as amended (the "**Bylaws**") and the Statutory-Based Rules & Regulations for Lakecliff on Lake Travis Property Owners Association, recorded at Document No. 2015076151 of the Official Public Records of Travis County, Texas (the "**Original Rules**") (collectively, the "**Governing Documents**").

RECITALS

WHEREAS, the Association, through its Board, is charged with the power and duty to conduct, manage, and control the affairs and business of the Association, and to adopt such rules and regulations, which the Board may consider necessary for the management of the Subdivision.

WHEREAS, the Board is further charged with the power and duty to enforce the provisions of the Governing Documents of the Association.

WHEREAS, the Board recognizes that enforcement of the Governing Documents is consistent with its responsibilities and duties under the Declaration and in the best interest of the Association and its members.

WHEREAS, the Board desires to amend and restate the Original Rules governing the Subdivision into this Lakecliff on Lake Travis Property Owners Association Amended and Restated Rules and Regulations (hereinafter referred to as the "Rules").

WHEREAS, Texas Property Code Chapter 202 requires associations to file all dedicatory instruments as defined in the Texas Property Code in the official public records of the county or counties wherein they are located.

NOW, THEREFORE, BE IT RESOLVED that the following Rules are hereby ratified and adopted by the Board of the Association to be recorded in the Official Public Records of Travis County, Texas. These Rules shall amend and restate the Original Rules in their entirety.

This resolution was passed by the Association on JANUARY 11, 2020 to be effective as of that date.

Executed this the 10th day of April, 2020.

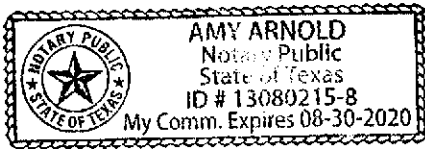
LAKECLIFF ON LAKE TRAVIS PROPERTY OWNERS ASSOCIATION

By: [Signature]
Name: MIKE LANGE
Title: President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was subscribed and affirmed before me on this the 10th day of April, 2020, by Michael Lange President of the Board of Directors of Lakecliff on Lake Travis Property Owners Association on behalf of said Association.

[Signature]
Notary Public in and for the State of Texas



AFTER RECORDING PLEASE RETURN TO:

Gregory S. Cagle
Cagle Carpenter Hazlewood
7500 Rialto Blvd., Bldg. 1, Ste. 110
Austin, TX 78735

**AMENDED AND RESTATED LAKECLIFF ON LAKE TRAVIS
PROPERTY OWNERS ASSOCIATION
RULES AND REGULATIONS**

BOARD AUTHORIZED RULES AND REGULATIONS

Payment Plan and Collection Policy	Exhibit A
Entrance Gate Rules	Exhibit B
Residential Rental Rules	Exhibit C
Architectural Control Committee Rules	Exhibit D
Records Production & Copying Policy	Exhibit E
Irrigation System Service Rules	Exhibit F
Statutory Rules & Regulations	Exhibit G
Board Meeting Rules & Guidelines	Exhibit H
Membership Meeting Code of Conduct	Exhibit I

EXHIBIT A**LAKECLIFF ON LAKE TRAVIS PROPERTY OWNERS ASSOCIATION
PAYMENT PLAN AND COLLECTION POLICY****SECTION 1. DELINQUENCIES, CHARGES & INTEREST**

- 1-A. **Due Date.** An Owner will timely and fully pay Regular Assessments and Special Assessments. Regular Assessments are assessed annually and are due and payable on or before the first day of each month in the calendar year, or in such other manner as the Board may designate in its sole and absolute discretion. It is the responsibility of each Owner to insure and verify that payments are timely received by the Association, and the Association shall not be responsible for delay by mail or any other form of delivery.
- 1-B. **Delinquency.** Any Assessment that is not fully paid when due is delinquent. When the account of a Member becomes delinquent, it remains delinquent until paid in full – including the repayment of any collection costs, attorneys’ fees and interest incurred or charged by the Association.
- 1-C. **Interest.** If the Association does not receive full payment of a Regular or Special Assessment by 5:00 p.m. on the date on which the Assessment was due, the Association may levy interest in an amount not to exceed the maximum amount allowed by law from the first day of delinquency until the delinquency is paid in full.
- 1-D. **Liability for Collection Costs.** The defaulting Owner is personally liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, notices or reminder letters, recording fees, attorney’s fees incurred by the Association in collecting the delinquency, and other reasonable costs (collectively referred to as “Collection Costs”) undertaken by the Association in an effort to collect the delinquent amount owed. All costs in connection with the collection of a delinquent assessment incurred by the Association shall be deemed an additional Assessment against the Owner.
- 1-E. **Insufficient Funds.** The Association may levy a charge of \$35 against an Owner’s account for any check returned to the Association as a result of insufficient funds or the equivalent. A notice of returned check shall be sent to the Owner by the Association’s representative. The Association may require that an Owner’s future payments made following a notice of insufficient funds be made in the form of money order or certified funds for up to one year following the notice of insufficient funds.

- 1-F. Discretionary Authority and Waiver. The Board has sole discretion and authority to extend the time for taking legal action, or to otherwise modify the procedures and time frames provided under this Policy, as the Board shall determine appropriate under the circumstances. Properly levied collection costs and interest may not be waived by the Board, unless a majority of the directors determines that extraordinary circumstances warrant an adjustment to the account, in which case the Board may, but is not obligated to, grant a waiver of any provision herein upon the written request of an Owner. Any waiver granted by the Board under this provision must be in writing and in conjunction with an agreed payment plan to bring the delinquent Owner's account current.

SECTION 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of that Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty or obligation to reinstate the payment installment program upon partial payment by the Owner.

SECTION 3. PAYMENTS

- 3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for interest and collection costs, any payment received by the Association may be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

- (1) Collection costs and attorneys' fees
- (2) Delinquent Regular Assessments
- (3) Delinquent Special Assessments
- (4) Interest
- (5) Current Regular Assessments
- (6) Current Special Assessments

- 3-B. Form of Payment. The Board may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.
- 3-C. Partial and Conditioned Payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations. An owner shall still be considered delinquent upon making partial payments so long as a delinquency remains on the account. Partial payments shall not prevent the accrual of interest or attorneys' fees on the unpaid portion of any balance due. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's Policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment.
- 3-D. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association or the Association's attorney will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.
- 3-E. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

SECTION 4. LIABILITY FOR COLLECTION COSTS

- 4-A. Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency, which amounts are secured by a lien against the Owner's Lot.

SECTION 5. COLLECTION PROCEDURES

- 5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's representative, an attorney, or a debt collector.

- 5-B. Notice of Delinquency. The Association shall appoint a representative, who shall have the authority to send notices by regular first class mail to Owners in violation of this Policy. All such Delinquency Notices shall be sent to the same address used by the Association for sending invoices, unless an Owner makes a written request that such Delinquency Notice be sent to a different address. The Association's failure to provide notice under the terms of this provision does not constitute a waiver by the Association and shall in no way mitigate or otherwise absolve an Owner from liability under the terms of the Declaration or this Policy. Delinquency Notices shall be sent out using the following procedure:

Initial Notice of Delinquency: After an account has been delinquent for at least thirty (30) consecutive days, the Association's representative shall send a written notice by regular first class mail to the Owner, notifying such Owner of the assessment delinquency and of the Owner's liability for interest and/or collection costs. The Association's delinquency-related correspondence may state that if full payment is not timely received within thirty (30) days, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

Second Notice of Delinquency. After an account has been delinquent for at least sixty (60) consecutive days, the Association's representative shall send a written notice by regular first class mail to the Owner, notifying such Owner of the assessment delinquency and of the Owner's liability for interest and/or collection costs. The Association's delinquency-related correspondence may state that if full payment is not timely received within thirty (30) days, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner. Any owner this is 60 days delinquent shall be sent a Demand Letter.

Certified Demand Letter. After an account has been delinquent for at least ninety (90) consecutive days, the Association's representative shall send a letter by regular first class and certified mail to the Owner, notifying such Owner of the assessment delinquency and of the Owner's liability for interest and/or collection costs and advising Owner that the account is being turned over to an attorney for collections and that a lien will be placed on the property.

- 5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lienholders, including the mortgage company.
- 5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

- 5-E. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations.
- 5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.
- 5-G. Collection by Attorney. After an account has been delinquent for at least sixty (60) consecutive days, the Association may forward the delinquent account to the Association's attorney. In that event, the defaulting Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's Attorney, the Association's Attorney will provide the following notices and take the following actions:

First Demand Letter: Once the file is received by the Association's attorney, the Association's attorney shall send an initial demand letter by certified mail, return receipt requested, to the Owner requesting immediate payment of outstanding assessments, interest, attorneys' fees, and/or collection costs (the "First Demand Letter").

Second Demand Letter: Following the expiration of thirty (30) days from the date on which an Owner received the First Demand Letter, the Association's attorney may record a Notice of Unpaid Assessment Lien ("Notice of Lien") in the Official Public Records of Travis County, Texas against the delinquent Owner's property. Upon recordation of the Notice of Lien, the Association's attorney shall send the Owner a copy of the Lien by certified mail, return receipt requested, attached to a demand letter requesting immediate payment of outstanding assessments, interest, attorneys' fees, and/or collection costs (the "Second Demand Letter").

Final Demand Letter: Following the expiration of thirty (30) days from the date on which an Owner received the Second Demand Letter, the Board may authorize the Association's attorney to file a lawsuit for the judicial foreclosure of the Association's Lien and a monetary judgment against the Owner for past due assessments, attorneys' fees, and other costs of collection. The Association's attorney shall notify the Owner at least ten (10) days prior to filing a foreclosure lawsuit via certified mail, return receipt requested, of the intention to file a lawsuit and stating the outstanding amount of assessments, interest, attorneys' fees, and collection costs on an Owner's account (the "Final Demand Letter").

- 5-H. Payment Plan: Any owner who is delinquent on the annual assessment may contact the Board of Directors through the management company, and request a payment plan. A payment plan may also be established for any unpaid; collection

costs, late fees, fines and special assessments. The Board of Directors shall agree to all reasonable payment plans. Failure by the owner requesting the payment plan to comply with the agreed upon payment plan shall cause it to be terminated. The agreed upon payment plan shall be considered in breach of the agreement if two (2) or more consecutive payments are missed. If two or more consecutive payments are missed, the Board of Directors shall instruct the management company to service notice to the owner that the payment plan is in jeopardy of being terminated if a payment is not received within thirty (30) days of the date of the notice. The notice shall be sent via certified return receipt mail as well as first class USPS mail. The address of the owner shall be verified with the county's tax assessor's office. The county's tax assessor's records shall be deemed the appropriate mailing address for any such notices. If a payment plan has been terminated, the Board of Directors may elect to collect the unpaid amount(s) through all options available to them provided by the Texas Property Code, which may include foreclosure actions on the property.

- 5-I. Notice of Lien. The Association Attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may be sent to his mortgage holder.
- 5-J. Judicial Foreclosure of Lien. The Association may file suit against the Owner for judicial foreclosure of the Association's Assessment lien. This action may be combined with a claim against the Owner's personal liability, for recovery of a money judgment.
- 5-K. Suit for Owner's Personal Liability. Whether or not the Association forecloses the Association's Assessment lien, the Board may file suit for a personal judgment against the defaulting Owner, and may execute on the judgment.
- 5-L. Possession Following Foreclosure. If the Association purchases the home at public auction, the Board may immediately institute actions to recover possession.
- 5-M. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.
- 5-N. Suspension of Use of Certain Facilities or Services. The Association may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.

SECTION 6. GENERAL PROVISIONS

- 6-A. Independent Judgment. Notwithstanding the contents of this Policy, the officers, directors, manager, and attorney of the Association will exercise their independent, collective, and respective judgment in applying this Policy.
- 6-B. Other Rights. This Policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Association's Declaration, Bylaws and rules and regulations (the "Governing Documents") and the laws of the State of Texas.
- 6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Governing Documents or any other document or agreement executed or made in connection with this Policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Special Assessments and Regular Assessments, or reimbursed to the Owner if those Assessments are paid in full.
- 6-D. Notices. Unless the Governing Documents, applicable law, or this Policy provide otherwise, any notice or other written communication given to an Owner pursuant to this Policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that a Lot is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.
- 6-E. Amendment of Policy. This Policy will remain effective until ten (10) days after the Association delivers to an Owner notice of amendment or revocation of this Policy. The notice may be published and distributed in an Association newsletter or other community-wide publication.

LAKECLIFF ON LAKE TRAVIS PROPERTY OWNERS ASSOCIATION
ENTRANCE GATE RULES & REGULATIONS

SECTION 1. PROPERTY OWNERS

- 1-A. Anyone can call you on the gate keypad by your last name listed. When you receive a call, you should press 9 after hearing them speak; you will then hear a beeping sound after you press 9, then hang up.
- 1-B. The people that regularly come in and out of your home, you may give them your code.
- 1-C. Give service people your code and/or purchase a clicker. The fee for purchasing a clicker is twenty-five dollars (\$25). The service people may be given the click card until work is finished. There is a seven and seventy-five/one-hundred dollars (\$7.75) certified fee billed to the homeowner if they choose this option.
- 1-D. When hosting a large party, please hire or have someone open gates and direct your guests.

SECTION 2. GOLF AND RACQUET CLUB

- 2-A. Members have the appropriate member code.
- 2-B. When either club is having a large event, of fifty (50) people or more, please hire and/or have someone to open gates and direct the guests.

SECTION 3. CONSTRUCTION CREWS

- 3-A. Contact Management Company for Code.

SECTION 4. BROKEN OR ERRATIC GATES

- 4-A. Call Facilities Manager if you find an issue with the front gate and he/she will come check the broken and/or erratic gates and call service people.
- 4-B. If the Facilities Manager does not answer, call the Property Manager.

**SECTION 5. UPS – POST OFFICE – FED EX – AQUA TEXAS –
GARBAGE COMPANIES – POLICE – FIRE – EMT**

5-A. Property Management Company will make sure that UPS, USPS, FedEx, AQUA Texas, garbage companies, police, fire and EMT have the Code for Entrance.

SECTION 6. NUMBERS FOR APPROPRIATE SERVICES

6-A. Please find the following number for appropriate services:

- (1) EMERGENCY: 911
- (2) TRAVIS COUNTY DISPATCHER – SHERIFF, FIRE, EMS: 512.974.0845 Opt #3. The Dispatcher can be used for things that are not a dire emergency. For example: cows on the road, etc.
- (3) WESTERN TRAVIS COUNTY SHERIFF DEPARTMENT: 512.854.9728. This number is to file a report and/or talk to an officer.

SECTION 7. OTHER GATE CONDITIONS

7-A. Two (2) gates are automatic.

7-B. Two (2) gates are manual with combination locks on both of them. Contact Management Company for the combination lock codes. .

7-C. Please put that Combo Lock Code in your cell phone in case of Emergency power loss or the automatic gates quit working for whatever reason.

7-D. If you are the one that has to open the manual gates and swing them open for the rest of us, then please call the Facilities Manager to let him/her know the gates are broken.

7-E. There is a power back battery that will work for several hours. If our gates, for whatever reason, revert to working off of the batteries, please call the Facilities Manager immediately.

7-F. If you see anyone out of the ordinary, suspicious, or not right, please call 911.

EXHIBIT C**LAKECLIFF ON LAKE TRAVIS PROPERTY OWNERS ASSOCIATION
RESIDENTIAL RENTAL RULES & REGULATIONS**

1. All renters must comply with the Lakecliff on Lake Travis Covenants, Conditions and Restriction and the rules and regulations promulgated there under.
2. The property owner or representative shall email a copy of the rental agreement to Property Management Company no later than seventy-two (72) hours prior to the commencement of the lease.
3. Rentals must be for no less than seven (7) consecutive nights (except cottages and lodge - no minimum).
4. Maximum of twelve (12) persons (six (6) adults with children, not exceed twelve (12) total) for overnight stay.
5. Maximum of four (4) cars, two (2) of which must be parked in the garage.
6. No boat trailers on the premises.
7. No loud music or other noise capable of being heard off the premises after 11:00 p.m.
8. All trashcans must be put away in the garage no later than twenty-four hours after trash pickup.
9. No beach towels, clothing or debris left outside.
10. No nudity, disrobing or other inappropriate attire outside of the dwelling.
11. The property owner shall be given one warning if any rule is not followed. After that warning, with verification of infractions, the owner shall be fined five hundred dollars (\$500) per subsequent violation.
12. Security deposits shall be no less than five hundred dollars (\$500).

EXHIBIT D

**LAKECLIFF ON LAKE TRAVIS PROPERTY OWNERS ASSOCIATION
ARCHITECTURAL CONTROL COMMITTEE RULES & REGULATIONS**

<https://lakecliffonlaketravis.org/downloads/lakecliff-building-packet.pdf>

<https://lakecliffonlaketravis.org/downloads/job-site-sign.pdf>

<https://lakecliffonlaketravis.org/downloads/lakecliff-architectural-review.pdf>

<https://lakecliffonlaketravis.org/downloads/poa-irrigation.pdf>

<https://lakecliffonlaketravis.org/downloads/aqua-letter.pdf>

EXHIBIT E**LAKECLIFF ON LAKE TRAVIS PROPERTY OWNERS ASSOCIATION**
RECORDS PRODUCTION AND COPYING POLICY

Lakecliff Board of Directors has an open Book Policy. If, at any time, there is a request to look at our financials, one would need to set an appointment with Property Management Company and either the President of the POA and/or the Treasurer of the POA. The President or Treasurer has to be present in the meeting with the POA member and Property Management Company.

If the President and/or Treasurer approves a request, then the person requesting this process must be willing to pay the estimated expenses billed by Property Management Company for Preparation and Meeting Time prior to the meeting. Property Management Company charges seventy-five dollars (\$75.00) an hour.

SECTION 1. BOOKS AND RECORDS SUBJECT TO PRODUCTION

Lakecliff on Lake Travis Property Owners Association (the "**Association**") will make its books and records, including financial records, to the extent such books and records are in the possession, custody, or control of the Association, open to and reasonably available for examination by a member of the Association or a person designated in a writing signed by the member as the member's agent, attorney, or certified public accountant, in accordance with Section 209.005 of the Texas Property Code (the "**Code**"). A member is also entitled to obtain copies of the information contained in the Association's books and records.

Except as provided by Section 209.005(d) of the Code, an attorney's files and records relating to the Association are not records of the Association and are not subject to inspection by a member or subject to production in a legal proceeding.

In accordance with the provisions of Section 209.005(k) of the Code, and except as otherwise authorized or required pursuant to Section 209.005(l) of the Code, the Association shall not release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual owner, an owner's personal financial information, including records of payment or nonpayment of amounts due to the Association, an owner's contact information, other than the owner's address, or information related to an employee of the Association, including personnel files.

**SECTION 2. PROCEDURES FOR REQUESTING INSPECTION AND/OR COPYING
OF ASSOCIATIONS RECORDS**

- 2-A. Request for Information: To inspect or obtain copies of the Association's records, a member of the Association or his or her designated representative (collectively, "**Requesting Party**") must submit a written request for information by certified mail to the Association at its or its designated representative's mailing address as reflected on the most current management certificate for the Association.

The written request for information must describe with sufficient detail the books and records being requested and contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records without any advance inspection.

- 2-B. Inspection of Association's Books and Records: If an advance inspection of the Association's books and records is requested, within 10 business days from the date the Association receives the written request for information, the Association will send to the requesting party a written notice specifying the location and alternative dates that such party may inspect during normal business hours the requested books and records to the extent those books and records are in the possession, custody, or control of the Association. The inspection of the requested books and records shall take place at a mutually agreed upon time during normal business hours.

EXHIBIT "A"
DOCUMENT RETENTION POLICY

The alternative inspection dates proposed by the Association will be within 10 business days from its receipt of a request of information, unless the Association is unable to produce copies of the requested books and records and make them available for inspection within 10 business days from receipt of the request for information. In such event, the Association's written notice to the requesting party will notify the requesting party that the Association is unable to produce the information within 10 business days from the date it received the request for information and it will specify alternative inspection dates that will occur no later than 15 business days after the date of the Association's written notice to the requesting party.

If the requesting party wants to obtain copies of any of the books and records produced for inspection, the requesting party must identify the books and records at the inspection that the Association is to copy and forward to the requesting party.

(C) Copying of Association's Books and Records:

If copies of identified books and records are requested without an advance inspection of such books and records or are requested following an inspection of such books and records, within 10 business days from the date the Association receives the written request or the date of the inspection (as applicable), it will, to the extent such books and records are in its possession, custody, or control, produce copies of the requested books and records for the requesting party.

If the Association is unable to produce copies of such requested books or records within 10 business days from the written request or inspection, it will provide written notice to the requesting party of its inability to produce the requested books and records within 10 business days and will state a date by which such copies of such requested books and records will be produced to the requesting party, which may not be more than 15 business days after the date of such notice.

The Association reserves the right to produce the requested books and records in hard copy, electronic form, or any other format reasonably available to it, and the manner of production shall be determined by the Association in its sole discretion.

3. Responsibility for Records Production and Copying Charges

A member of the Association who, or whose designated representative, submits a request for information to the Association (the "**Requesting Member**") shall be responsible for the costs, expenses and charges incurred by the Association in responding to such request for information from such member or his or her designated representative in accordance with the terms of the Texas Administrative Code Title 1, Section 70.3 (and

any amendment, modification, update or increase of such terms) (the “**Production and Copying Charges**”). As of the effective date of the adoption of this Records Production and Copying Policy, the allowable Production and Copying Charges under Texas Administrative Code Title 1, Section 70.3 are as follows:

(A) Copy Charges:

(i) *Standard paper copy.* The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(ii) *Nonstandard copy.* The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(a)	diskette:	\$1.00;
(b)	magnetic tape:	actual cost;
(c)	data cartridge:	actual cost;
(d)	tape cartridge:	actual cost;
(e)	CD:	\$1.00;
(f)	DVD:	\$3.00;
(g)	JAZ drive:	actual cost;
(h)	other electronic media:	actual cost;
(i)	VHS video cassette:	\$2.50;
(j)	audio cassette:	\$1.00;
(k)	oversize paper copy:	\$.50;
(l)	specialty paper:	actual cost.

(B) Labor Charges:

The charge for labor costs incurred in processing a request for information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(C) Overhead Charge:

Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. The overhead charge

shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$3.00.

(D) Remote Document Retrieval Charge:

If the Association has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the Association, the boxes must still be searched for records that are responsive to the request, a labor charge may be charged as provided above.

(E) Miscellaneous Supplies:

The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(F) Postal and Shipping Charges:

The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

4. Advance Payment of Production and Copying Charges

The Association requires advance payment of the estimated amount of Production and Copying Charges to be incurred in responding to a request for information, which will be estimated by using the amounts prescribed by the Records Production and Copying Policy. Within 30 business days from the date the requested information is delivered to the requesting party, the Association will submit a final invoice to the Requesting Member for the actual amount of Production and Copying Charges incurred by the Association in responding to such request for information ("**Final Invoice**").

If the estimated amount of Production and Copying Charges exceeds the actual amount of such charges, as reflected in the Final Invoice, the Requesting Member shall be entitled to a refund of the excess amount, and the Association will send payment of such excess amount to the Requesting Member within 30 business days from the date the Final Invoice is sent to the Requesting Member.

If the actual amount of Production and Copying Charges, as reflected in the Final

Invoice, exceeds the estimated amount of such charges, the additional amount of Production and Copying Charges incurred by the Association must be reimbursed by the Requesting Member within 30 business days from the date the Final Invoice is sent to the Requesting Member. If the Requesting Member does not timely reimburse the Association the additional amount of Production and Copying Charges, such amount shall be added to the Requesting Member's account as an assessment.

EXHIBIT F

**LAKECLIFF ON LAKE TRAVIS PROPERTY OWNERS ASSOCIATION
IRRIGATION SYSTEM SERVICE RULES & REGULATIONS**

1. Meter locations are preset by agreement of the Association and may only be changed where technically feasible at Owner's expense. Taps into existing mains where no previous location decision has been made will be at a mutually agreed location on the Owner's property line.
2. Bills are due on the due date and late if not received by 5:00 p.m. on the due date. Disconnect notices will be sent and if payment is not received within thirty (30) days, service will be discontinued on or after the disconnect date. Disconnected services will be charged a two hundred fifty dollar (\$250.00) reconnect fee.
3. Water meters, water mains, water wells, and all other associated equipment are the property of Association. Tampering with any property is against the law and will be strictly enforced according to the law. Any expenses incurred from tampering will be reimbursed by Owner, including but not limited to labor and material charges. A meter never becomes the property of Owner; however, each Owner is responsible for the meter box.
4. The monthly metered water service rate shall be set by the Association. The rates are subject to change at any time.
5. A forty-eight (48) hour notice must be provided to the Association prior to any digging on an Owner's private property in order to provide the Association with adequate time to mark the water mains (less than two feet (2') deep). Any damage to the utility will be repaired at the expense of Owner.
6. Each Owner should install his/her own shut off valve next to the meter box in the event that the water must be turned off for repairs. All new customers are required to install a customer-owned shut off valve. If any damage occurs to the property of the Association, it needs to be promptly reported for repair.

A labor charge, port to port, plus materials, machines, tools and any other laborers needed to repair the system due to unauthorized tampering will be charged to the Owner.

EXHIBIT G

LAKECLIFF ON LAKE TRAVIS PROPERTY OWNERS ASSOCIATION
STATUTORY RULES & REGULATIONS

SECTION 1. FLAG REGULATIONS

- 1-A. Display of Flags. "Permitted Flags" may be flown every day on a property owner's lot to the full extent protected by applicable law (such as Texas Property Code Section 202.011 and the federal "Freedom to Display the American Flag Act of 2005"), subject only to the requirements of these Flag Regulations. These Flag Regulations will be construed liberally to protect the right of residents to fly Permitted Flags.
- 1-B. Permitted Flags. Only the following flags are considered "Permitted Flags": the United States flag ("Old Glory" or "Stars & Stripes"), the Texas state flag ("Lone Star Flag"), and the official or replica flag of any branch of the United States armed forces. As used in these Flag Regulations, "flag" means "Permitted Flag" in most contexts.
- 1-C. Architectural Control Committee. Property owners are encouraged (but not required, except for illumination) to apply to the Architectural Control Committee for confirmation that the proposed flag, flagpole, or flag staff conforms to the parameters of applicable law and these Flag Regulations. The Association may require an owner to repair, replace or remove a flag, flagpole, and/or flag apparatus that does not comply with the requirements of applicable law or these Flag Regulations.
- 1-D. Size, Number & Location. Permitted Flags up to five feet (5') in height by eight feet (8') in width may be flown or displayed on a property owner's lot. Up to three Permitted Flags may be flown simultaneously on a lot. Only one in-ground flagpole up to twenty feet (20') in height may be installed on a lot. Space permitting, the in-ground flagpole must be located in a fenced portion of a rear or side yard, within the building setbacks for the lot. A property owner may not install an in-ground flagpole in unfenced portions of his lot unless there is no available space within a fenced yard on the lot. A flag flown at the front of the house must be from a flagstaff that is wall-mounted to the first floor facade of the house and projecting at an angle. An owner may not install or affix a flag display in a common area or within an Area of Common Responsibility.
- 1-E. Condition. Both flag and flagpole (or flagstaff) must be maintained in good condition at all times. A deteriorated flag may not be flown. A deteriorated or

structurally unsafe flagpole must be repaired, replaced, or removed. Mounting apparatus and external halyards must be secured to prevent being a continual or reoccurring source of noise that is objectionable to residents of nearby lots. An in-ground flagpole or facade-mounted flagstaff must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.

- 1-F. Ordinances. The display of a Permitted Flag, and the location and construction of the supporting flagpole, must comply with applicable zoning ordinances, easements, and setbacks of record.
- 1-G. Illumination. The size, location, direction, and intensity of lights used to illuminate a displayed flag must be approved by the Architectural Control Committee.
- 1-H. Respect. Above all else, a Permitted Flag must be flown in a respectful manner. In displaying a Permitted Flag, in addition to the requirements of these Flag Regulations, a resident must substantially comply with the parts of the referenced guidelines that are appropriate for flag displays in residential neighborhoods. For the United States flag, the guidelines for respectful manner are in 4 U.S.C. Sections 5-10. For the Texas flag, the guidelines for respectful manner are in Chapter 3100 of the Texas Government Code. Reference to the federal and state guidelines in this section is not intended to invoke strict compliance with every provision in such guidelines, but that such guidelines shall serve as a general reference for purposes of displaying flags in a respectful manner.
- 1-I. Severability. If any part of these Flag Regulations is deemed to be unenforceable as to the flag of the United States under applicable federal law, the rest of this Section will continue to apply to the U.S. flag, and the unenforceable provision will continue to apply to other types of Permitted Flags.

SECTION 2. RELIGIOUS DISPLAY REGULATIONS

- 2-A. Religious Displays. To the extent permitted and protected by applicable law (such as Texas Property Code Section 202.018), a property owner or resident may display or affix one or more religious items to the outside surface of the home's front door or its door frame, provided:
- (1) the display is motivated by the owner or resident's sincere religious belief;

- (2) the display of one or more items does not exceed a collective total size of twenty (25) square inches;
 - (3) the display does not extend past the outer edge of the front door frame;
 - (4) the display does not violate a law or threaten public health or safety; and
 - (5) the display is not patently offensive to a passerby of average sensibilities.
- 2-B. Limitations. This limited right to display based on religious belief does not extend to any other feature or modification of an entry door or door frame.
- 2-C. Self-Help Remedies. In addition to remedies available to the Association for a violation of the Declaration or other Governing Documents, the Association may exercise self-help remedies to remove a religious display that violates the Religious Display Regulations.

SECTION 3. RAIN BARREL REGULATIONS

- 3-A. Rain Barrels. To the extent permitted and protected by applicable law (Texas Property Code Section 202.007), a property owner may install rain barrels or a rainwater harvesting system on his or her lot, subject to the requirements of these Rain Barrel Regulations.
- 3-B. Prohibited Locations. A property owner may not install a rain barrel or rainwater harvesting system between the front of the home and an adjoining or adjacent street, or in a common area.
- 3-C. Architectural Control Committee. If a rain barrel or rainwater harvesting system is to be located on the side of a property owner's house or at any other location on a property owner's lot that is visible from a street, another lot, or a common area, prior to installation of such rain barrel or rainwater harvesting system, the property owner must submit to the Architectural Control Committee plans and specifications for the rain barrel or rainwater harvesting system which indicate the size, type, and materials used in the construction of such rain barrel or rainwater harvesting system. In such circumstance, the Architectural Control Committee

shall have the authority to regulate the size, type, and shielding of, and the materials used in the construction of the rain barrel or rainwater harvesting system provided: (a) the regulation does not prohibit the economic installation of the rain barrel or rainwater harvesting system on the property owner's lot and (b) there is a reasonably sufficient area on the property owner's lot in which to install the rain barrel or rainwater harvesting system. Such rain barrel or rainwater harvesting system shall also be properly screened so as to obscure view of the rain barrel or rainwater harvesting system from adjoining property and the street, and such method of screening, and the proposed screening materials, must also be approved in advance of installation by the Architectural Control Committee. No rain barrel or rainwater harvesting system may be installed on the side of an Owner's house or at any other location on an Owner's Lot that is visible from a street, another lot, or a common area until the required plans and specifications have been reviewed and approved by the Architectural Control Committee.

- 3-D. Other Requirement. All rain barrels or rainwater harvesting systems installed on a property owner's lot must be of a color that is consistent with the color scheme of the home constructed on such lot. In addition, no rain barrel or rainwater harvesting system may display any language or other content that is not typically displayed by such a barrel or system as it is manufactured.

SECTION 4. SOLAR PANEL REGULATIONS

- 4-A. Installation of Solar Panels. To the extent permitted and protected by applicable law (Texas Property Code Section 202.010), a property owner may install solar energy devices defined by Texas Property Code Section 202.010 ("Solar Energy Devices") on the roof or in a fenced yard or patio on his or her lot, subject to the requirements of these Solar Panel Regulations.
- 4-B. Architectural Control Committee Approval. A property owner must apply to the Architectural Control Committee for prior written approval of a Solar Energy Device and its proposed location, pursuant to the provisions of the Declaration or other Governing Documents of the Association. Architectural Control Committee approval may not be withheld if the Solar Energy Device meets or exceeds the requirements and limitations of these Solar Panel Regulations, unless the Architectural Control Committee determines in writing that placement of the Solar Energy Device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the Solar Energy Device by all

property owners of adjoining property constitutes prima facie evidence that such a condition does not exist.

4-C. Yard Installation. A Solar Energy Device may be installed in a fenced yard or patio owned and maintained by the property owner, provided the Solar Energy Device is not taller than the fence line.

4-D. Roof Installation. A Solar Energy Device may be installed on the roof of a residential dwelling or other structure allowed under the Declaration if installed in full compliance with all of the following requirements:

- (1) The Solar Energy Device may not extend higher than or beyond the roofline, the Solar Energy Device must conform to the slope of the roof, and the top edge of the Solar Energy Device must be parallel to the roofline;
- (2) The color of the Solar Energy Device's frame, support bracket, and visible piping or wiring must be a silver, bronze, or black tone commonly available in the marketplace; and
- (3) The Solar Energy Device must be installed on a portion of the roof designated by the Architectural Control Committee, which should generally be a portion of the roof that is not readily visible from a street or common area. A property owner may install a Solar Energy Device in a location on the roof other than the location designated by the Architectural Control Committee only if installation of the Solar Energy Device at such alternative location will increase the estimated annual energy production of the Solar Energy Device by more than ten percent (10%), as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory.

4-E. Prohibited Installations. A property owner may not install a Solar Energy Device in a common area; nor may a property owner install a Solar Energy Device in a manner that, as installed, would violate material warranties. A property owner is also prohibited from installing a Solar Energy Device that has been held by a court to violate a law or threaten public health or safety.

SECTION 5. ROOF MATERIAL REGULATIONS

- 5-A. Roof Material. To the extent permitted and protected by applicable law (Texas Property Code Section 202.011), roof shingles with the Permitted Features described below may be used on roofs in the Lakecliff on Lake Travis Subdivision if such shingles comply with all of the Qualifying Criteria described below, or - alternatively- if approved by the Architectural Control Committee.
- 5-B. Permitted Features. Subject to the Qualifying Criteria below, roof shingles with any of the following features may be used on roofs of buildings on a lot:
- (1) Roof shingles that are designed primarily to be wind and hail resistant;
 - (2) Roof shingles that are designed primarily to provide solar generation capabilities; and
 - (3) Roof shingles that are designed primarily to be more heating and cooling efficient than customary composite shingles.
- 5-C. Qualifying Criteria. Shingles with the Permitted Features described above may be used (without Architectural Control Committee approval) only if (when installed) they meet all of the following Qualifying Criteria, as compared to roof shingles already authorized for use in the Lakecliff on Lake Travis Subdivision under the Declaration ("Authorized Shingles"):
- (1) the proposed shingles must be similar in appearance to Authorized Shingles;
 - (2) the proposed shingles must be more durable and of equal or greater quality than Authorized Shingles; and
 - (3) the proposed shingles must match the aesthetics of the surrounding homes.
- 5-D. Architectural Control Committee. Property owners are encouraged (but not required) to apply to the Architectural Control Committee for confirmation that the proposed shingles conform to the Qualifying Criteria. The Association may require a property owner to remove and replace shingles that do not comply with the requirements of applicable law or these Roof Material Regulations.

EXHIBIT H**LAKECLIFF ON LAKE TRAVIS PROPERTY OWNERS ASSOCIATION
BOARD MEETING RULES AND GUIDELINES**

The Board of Directors provides these Board Meeting Rules and Guidelines in order to explain the role of the Board and the homeowners at Board meetings, and address how the Board meetings will be conducted.

As a reminder, Board Meetings are held in order for the Board to conduct business. Board meetings are not membership meetings. A membership meeting is held each year, where Board members are elected and membership issues may be addressed. Please keep all comments during the Board meeting respectful and please remember that the Board members are volunteers and are serving to help your community.

Board meetings will operate in the following manner:

1. An agenda will be made available for all members at the meeting. Please note that the agenda is subject to change by the Board, at the Board's discretion.
2. The President of the Board, with the assistance of the Association's community manager, shall preside over all Board meetings.
3. The Board will address each agenda item in the following manner:
 - a. Discussion/questions for the community manager about the agenda item;
 - b. Motion by a Board member regarding the agenda item;
 - c. Second to the Motion by another Board member;
 - d. Discussion by the Board members about the agenda item;
 - e. Discussion by the homeowners about the agenda item:
 - i. Each owner in attendance may address the agenda item;
 - ii. Please limit all homeowner comments to 2-3 minutes each;
 - iii. The Board will listen to a homeowner's comments and take them into consideration prior to voting, but is not required to answer

questions or engage in a dialogue with respect to the homeowner's comments; and

- f. The Board will vote on the Motion.
4. At the end of the agenda items, the Board will entertain a Homeowner Open Forum period, during which time homeowners in attendance will each have 2-3 minutes to address issues relating to the Association. As addressed above, the Board will listen to each homeowner's comments, but may not answer questions or engage in any lengthy discussions. The Board may also refer comments to the Association's community manager to address.
5. The Board will adjourn the meeting at the close of business.

EXHIBIT I

**LAKECLIFF ON LAKE TRAVIS PROPERTY OWNERS ASSOCIATION
MEMBERSHIP MEETING CODE OF CONDUCT**

The Board of Directors, for the health, safety and welfare of all Members of the Association, believes that it would be in the best interest of the Association to provide a policy to guide the behavior of Members at Association membership meetings.

Therefore, the Board of Directors has approved this Code of Conduct for Association membership meetings as a policy of the Association.

All Members (including Board members) in attendance at any Association membership meeting shall:

1. Conduct themselves in a dignified, reserved and professional manner at all times.
2. Wait to be formally recognized by the chairperson of the meeting if the Member wishes to speak at the meeting. No Member shall speak out of order or without recognition of the meeting chairperson, nor shall any Member engage in any activity which interrupts or distracts any other Member when another Member has the floor for discussion purposes. At all times the meeting chairperson shall determine who has the floor to speak and may impose reasonable time limitations.
3. Act, speak and communicate in a calm and reasonable manner, in setting forth, elucidating or underscoring any points to be made, or in resolving any issues under discussion or consideration.
4. Refrain from exhibiting anger or hostility, and from directing verbal or written abuse (e.g., verbal or written language that can reasonably be considered to be prejudicial, condescending, aggressive, belittling, or impolite) against anyone. There shall be no physical contact or non-physical harassment.
5. Refrain from making accusations that are needlessly inflammatory against anyone.

After one verbal warning by the meeting chairperson, any Member who violates this code may be escorted off of the premises of the meeting [by personnel from the

Association's security company]. Additionally, if the Member refuses to leave the premises, the Association Board of Directors may adjourn the meeting upon an affirmative majority vote of the Board of Directors to that effect at any time, and/or contact law enforcement personnel should the Board of Directors deem such action necessary. The Board of Directors may arrange for off-duty police at meetings if needed.